



Notably, each consenting Plaintiff expressly designated the two named Plaintiffs as her or his attorney-in-fact: “I hereby designate the named plaintiffs, Leticia Castillo and Bertha Lemus (the “Representative Plaintiffs”), to make decisions on my behalf concerning the litigation, including ... entering into settlement agreements ....”

3. Defendants claim that all Plaintiffs received the correct amount of wages for their hours worked and deny that Plaintiffs are entitled to recovery of any overtime pay, liquidated damages, costs, or attorney fees. Defendants further deny that Plaintiff Lemus suffered any retaliation.

4. The parties stipulate that there is a bona fide dispute as to whether Plaintiffs received the correct amount of wages for their hours worked and whether Plaintiff Lemus suffered retaliation.

5. In an effort to resolve this action without incurring additional fees and expenses, and without Defendants admitting any liability, the parties have entered into a confidential settlement agreement in which the parties request the Court, under Rule 41(a)(2) of the Federal Rules of Civil Procedure, to dismiss Plaintiffs’ claims, including their requests for overtime pay, liquidated damages, costs, and attorney fees, against Defendants with prejudice. In return, Defendants agree to compensate Plaintiffs in the amount of \$80,000.00, inclusive of all actual damages, liquidated damages, costs, and attorney fees. The parties contend that the settlement is a fair and reasonable resolution of a bona fide dispute.

6. A copy of the settlement agreement is attached as Exhibit A.

Accordingly, the parties request that the Court grant this Joint Stipulation for Approval of Settlement Agreement and Motion for Dismissal with Prejudice.

Respectfully submitted,

B RUCKNER BURCH PLLC

THE MISRA LEGAL GROUP

**/S/ David I. Moulton**

**/S/ Amit K. Misra**

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David I. Moulton  
S.D. Tex. No. 608063  
State Bar of Tex. No. 24051093

By: \_\_\_\_\_  
Amit K. Misra, Esq., P.C.  
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ATTORNEY-IN-CHARGE FOR PLAINTIFFS

ATTORNEY-IN-CHARGE FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of December, 2009, a copy of the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system to all counsel of record:

David I. Moulton  
Bruckner Burch PLLC  
1415 Louisiana Street, Suite 2125  
Houston, Texas 77002

**/S/ Amit K. Misra**  
Amit K. Misra

# EXHIBIT A



1.3. The Court conditionally approved the collective action, and the Parties jointly prepared a notice for consent for potential plaintiffs to join the Lawsuit. In addition to Plaintiffs, an additional 53 plaintiffs have consented to join the Lawsuit. Notably, each consenting plaintiff has expressly designated Plaintiffs as her or his attorney-in-fact.

1.4. Defendants claim that Plaintiffs received the correct amount of wages for their hours worked and deny that Plaintiffs are entitled to recovery of any overtime pay, liquidated damages, costs, or attorney fees. Defendants further deny that Plaintiff Lemus suffered any retaliation.

1.5. The parties stipulate that there is a bona fide dispute as to whether Plaintiffs received the correct amount of wages for their hours worked and whether Plaintiff Lemus suffered retaliation.

1.6. In an effort to resolve this action without incurring additional fees and expenses, and without Defendants admitting any liability, the parties have entered into a confidential settlement agreement

2. Release:

2.1. *Generally.* In consideration of the matters as set forth above, additional consideration specifically enumerated herein, and other good and valuable consideration, on behalf of themselves and each and every plaintiff who consented to join the Lawsuit as enumerated in Exhibit A (the “*Opt-In Plaintiffs*”), their attorneys, and all other persons, natural or otherwise, claiming by, under, or through any of the above, Plaintiffs hereby **RELEASE** and by these presents forever **DISCHARGE** Defendants, any of their parents, subsidiaries, affiliates, successors, and assigns, together with the past and present officers, directors, shareholders, partners, members, managers, agents, attorneys, insurers, and employees of all of the above, and all other persons, natural or otherwise, vicariously liable for any of the above (collectively, the “*Released Parties*”), of and from all claims that arise from or relate to the compensation of any Plaintiff or Opt-In Plaintiff for

overtime hours worked for any Defendant, including any claim that any Plaintiff or Opt-In Plaintiff could have asserted under the FLSA (collectively, the “*FLSA Claims*”), arising from the beginning of time until the present, whether such claims seek damages or compensation of any type, including attorney fees, court costs, expenses, or other costs that any Plaintiff or Opt-In Plaintiff might have or might claim to have, be they currently known or unknown.

2.2. *Plaintiff Castillo*. The release set forth in Paragraph 2.1, above, expressly excludes Plaintiff Castillo’s claims for discrimination and all remedies she may seek in relation to her discrimination claims.

2.3. *Plaintiff Lemus*. The release set forth in Paragraph 2.1, above, expressly includes the claim for retaliation under the FLSA brought by Plaintiff Lemus in the Lawsuit.

2.4. *Tax Consequences*. Plaintiffs shall be solely responsible for the payment of any federal, state, or local taxes arising out of the payment of monies arising out of this Agreement. Plaintiffs agree to hold Defendants harmless from any and all claims, demands, rights, damages, or costs or expenses resulting from any liability or claim of liability for any amount assessed by or due any federal, state, or local government or agency thereof, including but not limited to, federal, state, and local withholding and income taxes and social security taxes, with respect to payments made by Defendants to Bruckner Burch PLLC as set out in this Agreement.

3. Additional Provisions:

3.1. *Payment*. In consideration of the matters as set forth above, the release contained herein, additional consideration specifically enumerated herein, and other good and valuable consideration, on or before December 25, 2009, Defendants will deliver the amount of \$80,000.00 by cashier’s check payable to Bruckner Burch PLLC Trust, 1415 Louisiana Street, Suite 2125, Houston, Texas 77002.

3.2. *Releases by Opt-in Plaintiffs.* In consideration of the matters as set forth above, additional consideration specifically enumerated herein, and other good and valuable consideration, upon completion of the payment described in Paragraph 3.1, above, Plaintiffs will obtain the signature of each Opt-In Plaintiff on the release document attached at Exhibit B. Plaintiff's counsel agrees to hold the amount due to an Opt-in Plaintiff in trust until such Opt-in Plaintiff signs the release attached as Exhibit B.

3.3. *Dismissal with Prejudice.* In consideration of the matters as set forth above, additional consideration specifically enumerated herein, and other good and valuable consideration, upon receipt of payment and execution of this agreement Plaintiffs shall direct their counsel to file the joint motion for dismissal with prejudice attached at Exhibit C with the appropriate court.

4. Miscellaneous:

4.1. It is agreed and understood that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective assigns, heirs, administrators, successors, and representatives, and that the release described herein may be pleaded as an absolute and final bar to the Lawsuit each and every suit relating to the FLSA Claims which may hereafter be brought against any Released Party by any Plaintiff or Opt-In Plaintiff.

4.2. It is further agreed and understood that the terms hereof are contractual and not merely recitals, and that the agreements and covenants contained herein and the consideration transferred is to compromise disputed claims, to avoid continued litigation, and to buy peace. The exchange of property and rights by Defendants as set forth in this Agreement is not to be construed as an admission of liability by any person, which has been denied.

4.3. It is further agreed and understood that any notices required under this Agreement shall be made via certified mail, return receipt requested, as follows:



4.3.1. *Notices to any Plaintiff or Opt-In Plaintiff* — at the office of their counsel of record, Mr. David I. Moulton, Bruckner Burch PLLC, 1415 Louisiana Street, Suite 2125, Houston, Texas 77002.

4.3.2. *Notices to Defendant* — at the office of its counsel of record, Mr. Amit K. Misra, The Misra Legal Group, 1601 Westheimer Road, Houston, Texas 77006.

Any Party or either counsel of record may change the address listed above by giving notice of such change via certified mail.

4.4. It is further agreed and understood that this Agreement contains the entire agreement of the Parties relating to the Lawsuit and supersedes any prior agreements or understandings, whether written or oral; that no oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist; and that this Agreement cannot be changed or terminated orally.

4.5. It is further agreed and understood that in the interpretation or enforcement of this Agreement, this document shall be deemed to be drafted by all Parties jointly and that the terms or meanings thereof shall not be construed more strongly against one Party than against any other Party.

Executed on the dates of the respective acknowledgments of the respective parties as set forth below.

LETICIA CASTILLO



Dated: 12-17-09

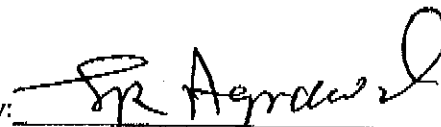
BERTHA LEMUS

Bertha H. Lemus

Dated: 12-17-09

ALKIRE SUBWAY, L.P.

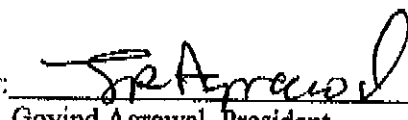
By GOVIND AGRAWAL, INC.  
Its General Partner

By:   
Govind Agrawal, President

Dated: \_\_\_\_\_

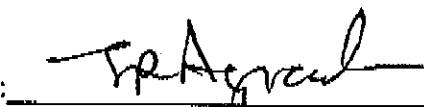
G.R.A. ENTERPRISES, L.P.

By GOVIND AGRAWAL I, L.L.C.  
Its General Partner

By:   
Govind Agrawal, President

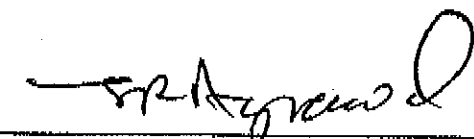
Dated: \_\_\_\_\_

GOVIND AGRAWAL, INC.

By:   
Govind Agrawal, President

Dated: \_\_\_\_\_

GOVIND AGRAWAL

  
Govind Agrawal

Dated: \_\_\_\_\_

EXHIBIT A  
Opt-In Plaintiffs

Last Name	First Name	Opt-In Date
Aguilar	Alejandra	06/04/09
Arcos Martinez	Karina Arlette	07/01/09
Avalos	Luis M.	06/05/09
Baeza	Myla	07/09/09
Bankhead	Cleshaun	06/04/09
Beaty	Tonka	06/22/09
Brown	Deon Robert	06/23/09
Burson	Sondra Denise	06/23/09
Cartagena	Iris	09/19/08
Cartagena	Nancy	09/19/08
Castillo	Cathleen	07/06/09
Castillo	Leticia	09/01/08
Contreras	Felix	06/05/09
Davis	April	06/03/09
Davis	Veronica	06/25/09
Dixon	Claudia E.	06/23/09
Erwin	John	06/03/09
Figueroa	Ismael	06/09/09
Findley	Brandy	06/29/09
Flores	Leticia	06/25/09
Flores	Cynthia	07/31/09
Florez	Teresa M.	06/25/09
Godinez	Sandra Patricia	06/25/09
Gomez	Perla	06/09/09
Grant II	Wallace	06/29/09
Grijalva	Brenda	06/25/09
Henderson	Derek	06/25/09
Hernandez, Jr.	Raul	06/04/09
Holbrook	Kady	07/02/09
Hurtado	Karina	06/09/09
Jackson	Jaleesa	06/03/09
Johnson	Eric	06/16/09
Jones, Jr.	Robert Nelson	06/23/09
Keener	Danielle	06/22/09
Lemus	Bertha	09/01/08
Lichota	Barbara	06/23/09

Lima	Virginia	09/05/08
Martinez	Anaeva R.	06/26/09
McCarthy	Aminta	06/17/09
Mingo	Quanovia	06/23/09
Moffett	Christee	06/25/09
Morgan	Jessica	06/03/09
Pickle	Kevin	06/03/09
Reyna	Melissa A.	06/08/09
Rodriguez	Louis	06/15/09
Romero	Dayna	07/06/09
Serrano	Alma J.	06/03/09
Stuebe	Jason Ray	06/15/09
Tanner	James W.	06/16/09
Thompson	Billie J.	06/03/09
Velasquez	Diana	08/07/09
Ward	Joseph Lee	06/25/09
Wiggins	Heidi	06/08/09
Wilson	Brittany	06/04/09

**EXHIBIT B**  
**Opt-In Plaintiff Release**



d. As part of this confidential settlement agreement, I will receive payment in the amount of \$\_\_\_\_\_ from Bruckner Burch PLLC (the "*Settlement Payment*").

e. I shall be solely responsible for the payment of any federal, state, or local taxes arising out of the Settlement Payment.

3. In consideration for the Settlement Payment, I hereby **RELEASE** and by these presents forever **DISCHARGE** the defendants, any of their parents, subsidiaries, affiliates, successors, and assigns, together with the past and present officers, directors, shareholders, partners, members, managers, agents, attorneys, insurers, and employees of all of the above, and all other persons, natural or otherwise, vicariously liable for any of the above (collectively, the "*Released Parties*"), of and from all claims that arise from or relate to my compensation for overtime hours worked for any defendant, including any claim that I could have asserted under the FLSA (collectively, the "*FLSA Claims*"), arising from the beginning of time until the present, whether such claims seek damages or compensation of any type, including attorney fees, court costs, expenses, or other costs that I might have or might claim to have, be they currently known or unknown.

4. I further agree to **HOLD HARMLESS** the defendants from any and all claims, demands, rights, damages, or costs or expenses resulting from any liability or claim of liability for any amount assessed by or due any federal, state, or local government or agency thereof, including but not limited to, federal, state, and local withholding and income taxes and social security taxes, with respect to the Settlement Payment.

\_\_\_\_\_  
printed name

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

**EXHIBIT C**

**Joint Motion for Dismissal with Prejudice**





Notably, each consenting Plaintiff expressly designated the two named Plaintiffs as her or his attorney-in-fact: “I hereby designate the named plaintiffs, Leticia Castillo and Bertha Lemus (the “Representative Plaintiffs”), to make decisions on my behalf concerning the litigation, including ... entering into settlement agreements ....”

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Respectfully submitted,

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**/S/ David I. Moulton**

**/s/ Amit K. Misra**

By: \_\_\_\_\_  
David I. Moulton  
S.D. Tex. No. 608063  
State Bar of Tex. No. 24051093

By: \_\_\_\_\_  
Amit K. Misra, Esq., P.C.  
S.D. Tex. No. 21460  
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ATTORNEY-IN-CHARGE FOR PLAINTIFFS

ATTORNEY-IN-CHARGE FOR DEFENDANTS

**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_\_th day of December, 2009, a copy of the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system to all counsel of record:

David I. Moulton  
Bruckner Burch PLLC  
1415 Louisiana Street, Suite 2125  
Houston, Texas 77002

**/s/ Amit K. Misra**  
Amit K. Misra